

**CITY OF NORTH MIAMI**  
**HOME INVESTMENT PARTNERSHIP PROGRAM**  
**REHABILITATION LOAN AGREEMENT**

**THIS AGREEMENT** is entered into this 26 day of, July 2016, by and between the following parties: **ROUSSEAU SIMON and MARIE SIMON** (Owner), owner of the subject property; the **CITY OF NORTH MIAMI** (City), a Florida municipal corporation, having its principal office at 776 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161; and **LAW CONSTRUCTION GROUP, INC.**, (Contractor), having its principal business address at, 9803 SW 191 Street, Miami, FL 33169 (Parties), regarding the rehabilitation of real property legally described as:

Lot 11, in Block 5, of **BISCAYNE VILLAGE HEIGHTS**, according to the Plat thereof, as recorded in Plat Book 46, at Page 57 of the Public Records of Dade County, Florida a/k/a 13250 NW 11 Avenue, North Miami, Florida 33168 (subject property);

**WITNESSETH:**

**WHEREAS**, the Federal Department of Housing and Urban Development (HUD) has provided HOME Investment Partnership Program (HOME) to local governments designed to address housing, economic development and infrastructure needs of the community that primarily benefit very low and low income persons; and

**WHEREAS**, the City has determined through its Consolidated Plan for HOME funds (Program), adopted by the Mayor and City Council in July, 2015, to provide assistance to eligible homeowners within the City for the purpose of rehabilitating their properties (Project), in accordance with HOME criteria specifically described in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990; 24 CFR Part 570; 42 U.S.C. 5301 et seq.; and

**WHEREAS**, the Owner has agreed to the Project in accordance with Program specifications; and

**WHEREAS**, this Agreement is entered into after compliance by the parties with all applicable provisions of federal, state, and local laws, statutes, rules and regulations.

**NOW, THEREFORE**, in consideration of the mutual promises and the grant money in the amount of **\$16,850.00**, which is acknowledged, the Parties agree as follows:

1. HOME funds in the amount of **\$16,850.00** are being utilized for the purpose of rehabilitating the subject property.
2. The Specifications & Proposal (Contract Documents) related to the Project, attached as Composite Exhibit "A", (as amended from time to time), represent the scope of services and responsibilities of the Parties under the Program.
3. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.

4. The Project shall be performed in accordance with all applicable codes, ordinances and statutes of the City, Miami-Dade County and the State of Florida.
5. The Owner agrees to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Owner must have an active flood insurance policy.
6. The Parties acknowledge and agree that funds provided derive from HOME Program funds appropriated to the City by HUD for the uses and purposes referred to in this Agreement.
7. The Owner acknowledges that the property is a residence, and agrees to continually occupy the property as a primary residence for the *affordability period* based on the amount of subsidy, commencing at the execution of this Agreement. The affordability period for HOME is as follows: Up to \$14,999=5 years, ~~\$15,000-\$40,000=10 years~~ and over \$40,000=15 years. If the Owner fails to continually occupy this residence for the entire affordability period, the funds provided shall be immediately reimbursed on a pro-rata basis for the time period remaining.
8. If any interest in the property is sold, conveyed or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within the affordability period of this Agreement's execution, such an event shall be considered a default. The indebtedness shall become payable at a rate of four percent (4%) simple interest per year on the unpaid principal amount. Any person or entity, who, subsequent to the execution of this Agreement, purchases or receives any interest in the subject property, shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the City.
9. The City may seek civil action and penalties including court costs, attorneys' fees and reasonable administrative expenses should Owner fail to comply with the foregoing covenants and restrictions.
10. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.
11. In the event the Owner or Contractor prevent the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with HUD regulations, federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain any remaining funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement or law.

Further, action by the Owner or Contractor to prevent or deny the City's inspection of the Project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies at law or equity.

12. If the Owner terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed 20% of the labor and materials' cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project. The Contractor shall not seek any relief or file any claim against the City should such termination or cancellation by Owner occur, as provided in paragraph 14, below.
13. Owner shall not release or amend this Agreement without the prior written consent of the City.
14. The Contractor, its subcontractors, agents or employees waive any right to bring a lawsuit against the City or Owner for breach of this Agreement, and shall pursue alternative dispute resolution of all matters arising out of this Agreement.

In conjunction with the above paragraph, the Contractor, its subcontractors, agents or employees waive all rights to file a lien against the subject property.

15. Payment to the Contractor for the Project shall be made as described in Exhibit "B". After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owner, Contractor or any third person or entity.
16. The City desires to enter into this Agreement only if by so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of \$16,850.00. Owner and Contractor express their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of \$16,850.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Section 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.
17. Owner and Contractor shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising from this Agreement.
18. Owner and Contractor shall not sublease, transfer or assign any interest in this Agreement.

19. In the event of a default, the City may mail to Owner or Contractor a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) days of the City's mailing notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the City shall determine the amount of compensation to be paid to the Contractor for the work completed up to the time of termination. Contractor shall be responsible for all repairs and replacement of all work to the City's satisfaction.

20. In the event of a default, the City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

21. A default shall include but not be limited to the following acts or events of an Owner, Contractor, or their agents, servants, employees or subcontractors:

a. Failure by the Contractor to (i) commence work within thirty (30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment within thirty (30) days from the date when a Final Certificate of Completion is issued.

Work shall be considered to have commenced and be in active progress when, in the opinion of the City a full complement of workmen and equipment are present at the site to diligently incorporate materials and equipment in accordance with the Project throughout the day on each full working day, weather permitting.

b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.

c. Insolvency or bankruptcy by the Owner or by the Contractor.

d. Failure by the Contractor to maintain the insurance required by the City.

e. Failure by the Contractor to correct defects within a reasonable time as decided in the City's sole discretion.

f. The breach of any term or condition of this Agreement

22. If Owner default this Agreement by insolvency or bankruptcy, the following shall apply:

- a. Should this Agreement be entered into and fully executed by the Parties, funds released and the Debtor files for bankruptcy, the following shall occur:

1. In the event the Owners file a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owner or Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owner further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Owner agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Owner acknowledges that such waiver is done knowingly and voluntarily.
2. Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Owner in favor of the City.
3. In the event the Owner files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owner agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage, if applicable. Additionally, the Owner shall agree that the City is oversecured and, therefore, entitled to interest and attorneys fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Owner has less than five (5) years of payments remaining on the Note, the Owner agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

- b. Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Owner or Contractor, the following shall occur:

In the event the Owner files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C.

303, the Owner acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Owner acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Owner acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Owner agrees to file a motion to assume the Agreement within ten (10) days after their receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Owner further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

c. Should the Parties wish to execute the Agreement after the Owner has filed for bankruptcy, the following shall occur:

1. The Owner agrees that in the event they are current Debtors in bankruptcy, at the request of the City, the Owner shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owner further agrees that any funds loaned by the City shall be secured by a lien on the real property first in priority and ahead of any other existing lien(s), unless otherwise agreed to in writing by the City.
2. In the event of default, the City shall be entitled to pursue any and all available legal and equitable remedies, including, but not limited to, those remedies provided herein.

23. If Contractor defaults under this Agreement, by way of insolvency or bankruptcy, the following shall apply:

Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor files for bankruptcy, the following shall occur:

- a. In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303, the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. § 365. The Contractor agrees to file a motion to assume the Agreement within fifteen (15) days after a voluntary petition is filed pursuant to 11 U.S.C. § 301, or within five (5) days following the entry of an order for relief under 11 U.S.C. § 303. The City expressly reserves the right to oppose any motion to assume the Agreement filed by the Contractor under the provisions of this subparagraph. In the event the Contractor does not voluntarily assume the Agreement, or, in the event the United States

Bankruptcy Court does not authorize the Contractor's assumption of this Agreement, the Contractor acknowledges and agrees that the City may assert a valid claim of recoupment, thereby being entitled to recoup any damages suffered as a result of the Contractor's breach of this Agreement either by failing to voluntarily assume the Agreement, or, as a result of the entry of an order by the United States Bankruptcy Court prohibiting such assignment, against any monies which may be owed by the City to Contractor under the terms of the Agreement.

- b. In the event the Contractor is authorized to assume this Agreement, the Contractor acknowledges and agrees that it shall be obligated to cure any and all existing defaults upon the entry of an order by the United States Bankruptcy Court authorizing its assumption of this Agreement. Furthermore, the Contractor shall be obligated to provide adequate assurance of future performance including, but not limited to, adequate assurances that the Contractor shall complete the project contemplated by the Agreement within the time frame provided and agreed upon by the Parties under the terms and conditions of this Agreement.
  - c. In the event that the Owner defaults under this Agreement by insolvency or bankruptcy, either by filing a voluntary petition under 11 U.S.C. §§ 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, Contractor fully understands, acknowledges and agrees to be fully bound by the provisions contained in Paragraph 22 (a)(1), (a)(2), (a)(3), (b) and/or (c), in the event Contractor files a voluntary petition under 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303. The Contractor further acknowledges and agrees that, in the event the City is not obligated to perform under the terms and conditions of this Agreement, as a result of the Owner defaulting under this Agreement by insolvency or bankruptcy, by filing a voluntary petition under 11 U.S.C. § 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, the City shall be entitled to assert any defenses to which it may avail itself against the Owner, against the Contractor including, but limited to, any claim or right of recoupment.
- 24. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.
  - 25. The Owner and Contractor shall comply with all applicable requirements as described in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990.
  - 26. All notices, demands, correspondence and communications between the Parties shall be deemed sufficient if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161  
Attn: Director, Planning, Zoning & Development

With a copy to: City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161  
Attn: City Attorney

If to Contractor: Law Construction Group, Inc  
Leoford A. Wrap (Registered Agent)  
9803 S.W. 191 Street  
Miami, FL 33157

If to Owner: Rousseau Simon and Marie Simon  
13250 NW 11 Avenue  
North Miami, Florida 33168


or to such address and to the attention of such other person as the Parties may from time to time designate by written notice to the others.

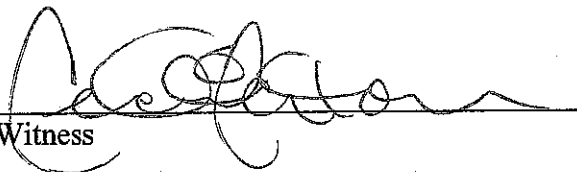
27. It is understood and agreed that all parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.
28. Any amendments, alterations or modifications to this Agreement will be valid only when they have been reduced to writing and signed by the Parties.
29. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
30. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

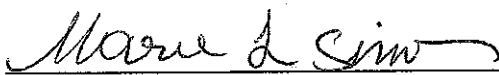


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.

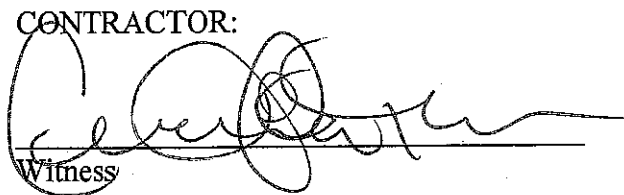
  
\_\_\_\_\_  
Witness

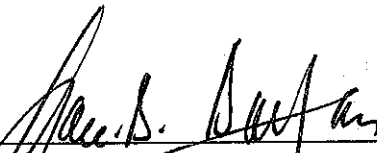
  
\_\_\_\_\_  
Rousseau Simon, Owner

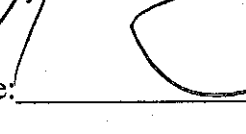
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Marie Simon, Owner

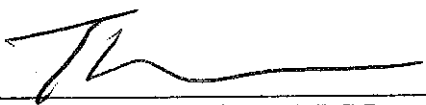
CONTRACTOR:

  
\_\_\_\_\_  
Witness

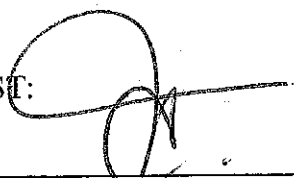
By:   
\_\_\_\_\_

Date:  7/26/2016

APPROVED:

  
\_\_\_\_\_  
Tanya Wilson-Sejour, A.I.C.P.  
Planning, Zoning & Development Director

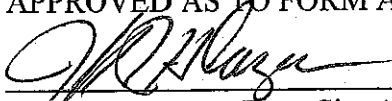
ATTEST:

  
\_\_\_\_\_  
Michael Etienne, Esq., City Clerk

CITY OF NORTH MIAMI

By:   
\_\_\_\_\_  
Larry M. Spring, Jr. CPA, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Jeff P. H. Cazeau, Esq., City Attorney

## Exhibit A

### SCOPE OF SERVICES

#### EXTERIOR

##### GENERAL ROOF SPECIFICATIONS

Sheathing end joints shall be made over rafters. All supporting verge rafters shall extend back into the roof at least four feet. All sagging portions of the roof shall be braced with minimum 2"x4" lumber from roof rafters to nearest bearing wall. Purlins shall be used when necessary. The first two hundred feet (200') of unforeseen rotten or damaged sheathing replacement will be included in the contract price. Replacement of any additional sheathing requires the Housing Inspector's verification and authorization prior to replacement. An Engineer Certification is required for repair/replacement of roof framing components of structural concern. The roofing contractor must comply with any gas vents requirements per Building and Zoning. A copy of the warranty must be submitted to the Homeowner and the Community Planning & Development Housing Division office upon completion of the roof. NOTE: All damaged sheathing, rafters, fascia and soffits replacement shall be included in the contract price.

- Additional sheathing to be replaced at \$ \_\_\_\_\_ per square foot, or \$ \_\_\_\_\_ per linear foot
- Additional rafters to be replaced at \$ \_\_\_\_\_ per linear foot
- Additional fascia to be replaced at \$ \_\_\_\_\_ per linear foot
- Additional soffit to be replaced at \$ \_\_\_\_\_ per square foot

#### 01) SLOPED ROOF- ARCHITECTURAL SHINGLES

\$ 7,600.00

Remove all existing roofing covering, underlayment, and flashings to bare sheathing. Remove all protruding nails or staples. Remove and replace all rotted wood siding. Sweep-clean sheathing of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged, and missing sheathing and rafters, per General Roof Specifications above. Homeowner will select colors from the manufacturer's standard colors. Upon completion of work, contractor shall furnish Housing Inspector the manufacturer's shingle warranty, product approval and contractor's warranty for ten years against leaks.

- Furnish and install new underlayment.
- Furnish and install a secondary water barrier (smooth surface peel and stick, roofing membrane).
- Finish and install new 3 inches galvanized steel drip edge, galvanized steel valleys, return/wall flashings, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks.
- Install new dimensional TIMBERLINE PRESTIQUE 40 High Definition fungus resistant shingles mechanically fastened to deck. Valley shingles may be applied in an open or closed fashion only, not woven.
- Contractor shall warrant work for ten years from completion date (final permit approval) of all work required under this contract.

#### 02) FLAT ROOF MODIFIED BITUMEN

\$ 2,000.00

- Provide labor and material to address A/C duct on flat portion of the roof. Cost shall be included in the bidding price

Remove all existing roofing covering, underlayment, and flashings to bare sheathing. Remove all protruding nails or staples. Sweep sheathing clean of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged, and missing sheathing and rafters as per Roof-Simon, Rousseau

General Specifications and paint to match existing. Furnish and install new underlayment mechanically fastened to the deck, two layers of fiberglass ply sheet, solid mopped with hot asphalt and one layer of Modified Bitumen solid mopped with hot asphalt. Where required, install new 3 inches (minimum) galvanized steel drip edge, galvanized steel valley, return/wall flashing, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks. Upon completion of work, Contractor will provide Homeowner with manufacturer's warranty and Contractor's five-year warranty against leaks.

• **NOTE: OVER THE LIVING AREA, 1" ISOCYANURATE INSULATION BOARD IS REQUIRED AT FLAT PORTION OF ROOF (MECHANICALLY FASTEN). INSTALL AN INSULATION STOP ON THE ROOF PERIMETER. INSPECTION DOCUMENTATION REQUIRED.**

- There can be no pooling water. Use tapered insulation and/or build up low areas, if required, to prevent any pooling water.

**03) REPLACE FASCIA AS NEEDED** **\$ 250.00**

- **Relocate existing light fixture at east corner of the house to facilitate the installation of the new fascia.**

Remove all damaged or deteriorated fascia. Haul away all debris from the property at once. Furnish and install new 1"x2" pressure treated furring as required by FBC. Fascia replacement shall be with matching size and material. Outside corner shall be mitered and all fascias shall be secured with non-corrosive nails. Minimum length of any fascia segment shall be 5 feet. Remove all attachments to the fascia, as required, and reattached, after the fascia replacement. Remove and replace the required roofing system, i.e., shingles, roofing membrane and metal drip edge: match existing. Discuss with the Homeowner, prior to removal any variation.

- Paint new fascia to match existing. Apply one coat of LOW VOC primer/sealer and two coats of 100% LOW VOC exterior paint. Material allowance for paint must be mid-grade or better.

**04) REPLACE ALL SOFFIT AND VENTS** **\$ 400.00**

- **Provide labor and material to repair the electrical weather head before you begin the soffit work.**

Remove all damaged, deteriorated soffit; including replacing all soffit vents. Haul away all debris from the property at once. Soffit and vents replacement shall be with matching size and material. Secure all soffit with non-corrosive nails. Minimum length of any soffit segment shall be 5 feet. Remove all attachments to soffit, as required, and reattached after soffit replacement.

Paint new soffit to match existing. Apply one coat of LOW VOC primer/sealer and two coats of 100% LOW VOC exterior paint. Material allowance for paint must be mid-grade or better.

**05) INSTALL NEW GUTTER & DOWNSPOUT** **\$ 1,500.00**

Install new 6" seamless metal gutter and downspout system (on the perimeter house). The Homeowner will select color from standard stock colors. Install new 24" concrete splash blocks at downspouts, discharging the water away from any foundation.

**06) REPLACE EXTERIOR WINDOWS WITH HURRICANE IMPACT SINGLE HUNG WINDOWS** **\$ 3,100.00**  
**NO. OF WINDOWS: 6**

- **Windows located at the front and the sides of the house are NOT to be removed**
- **Only the windows located at the rear of the house will be replaced (Bronze Color)**

The Contractors will verify measurements/dimensions and total number of openings to receive new windows. Remove existing windows and install, in the same configuration as the existing windows, new

single hung, hurricane -impact, aluminum replacement windows with screens and factory-tinted glass. Homeowner shall select color of frames and degree of tinted glass from the standard stock. The aluminum windows and its components shall be installed in strict compliance with the Product Approval.

- Living room window configuration
- Install obscure glass in bathroom windows.
- In the bedrooms – enlarge the window opening, as required, to install a code approved egress window. The contractor shall provide all required engineering. Note: a horizontal sliding or casement window may satisfy the egress requirement.
- All exposed anchoring screws shall be the same color as the frame or concealed.
- **Replace all missing, cracked, damage, wood and tiled sills with ½" marble sills.**
- Replace wood buck, if deteriorated or necessary, set buck in caulk.
- Repair/replace all damaged surfaces inside and out, caused by windows installation. Any modifications or repairs/replacement work to, i.e., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces.

Remove the manufacturers' stickers and any residue on the glass after all final inspections.

#### **07) INSTALL EXTERIOR DOOR- COMPLETE**

**\$ 1,000.00**

##### **NUMBER OF DOOR OPENINGS: 1**

- **Only replace door located on the north side of the house**
- **Do not remove front door located at the entrance of the house**

Remove existing doors, jamb, casing, threshold, and haul these materials/debris away. Modify opening to accept standard size door as needed. Replace wood buck, if deteriorated or necessary, set buck in premium silicone sealant. Countersink all fasteners into frame; fill with wood putty and sand smooth.

Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications; restoring to original condition. The door and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA).

- Furnish and install new out-swing impact resistant six panels steel exterior door complete with jamb, casing, brick molding. Doors must be 1-3/4 inch solid core door.
- Install panoramic peephole, aluminum weather-stripping saddle, weather-stripping and spring/chain stop or doorstop. Install tamper proof hinges.
- The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside. The doorknob and deadbolt shall be keyed alike. Install the same doorknob and deadbolt as outlined in the product approval.
- Paint the new exterior door, by applying one coat of LOW or ZERO VOC primer/sealer and two coats of 100% LOW or ZERO VOC on the exterior paint and one coat of ZERO VOC primer/sealer and two coats of 100% ZERO VOC on the interior paint. Material allowance for paint must be mid-grade or better of the City approved brands, i.e., Benjamin Moore (Aura or Eco Spec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level

#### **08) INSTALL ACCORDION HURRICANE SHUTTER**

**\$ 1,000.00**

##### **LOCATIONS: FRONT DOOR**

- **Relocate light fixture at front entrance to facilitate shutter installation.**

Install new aluminum accordion storm shutters. The shutters and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA). The shutters shall to be permanently attached. Homeowner and/or Homeowner Association will select the color of the new shutters. Remove all previously installed shutters, awnings and attachment hardware including makeshift shutters. Repair adjacent surfaces to match existing.

- All exposed anchoring screws shall be the same color as the frame or concealed.

Relocate required electrical items and gutters/downspouts, to accommodate the shutters installation.

**09) LEAD BASE PAINT INSPECTION**

**\$0.00**

Inspection conducted by Associated Consulting Professionals, Inc. May 23, 2016. Cost is not considered in this agreement, however will apply to CDBG mortgage and Note recorded with Miami-Dade County Clerk of Courts.

[This space left intentionally blank]

## **Exhibit B**

### **Program Regulations**

All work shall be performed in accordance with applicable federal regulations, including, but not limited to Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Copeland Act (Anti-Kickback Act).

All work shall be performed in accordance with the terms and conditions stipulated in the Agreement and all applicable plans and specifications. Change Orders to increase or decrease the dollar amount or which alter or deviate from the approved scope of work must be approved in writing by the City of North Miami prior to work being performed or Change Orders being undertaken/implemented. Any change in the scope of work which increases the costs of the contract is the Owner's responsibility.

### **Commencing Work**

The Project shall begin only after a contract has been executed, a permit pulled, proof that a Notice to Commence has been filed, and submission of a Contractor's Certification, County-required affidavits, proof of required insurances and an up-to-date contractor's license and occupational license.

### **Method of Payment**

Program funds shall be disbursed to the Contractor as follows:

- a. All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the general contractor, all sub-contractors and suppliers) showing that the property is free and clear of mechanics, materialmen's or any other type of liens or obligations relating to the construction of the project. Also, a copy of both sides of the permit and inspection record card must accompany each payment request. All funding entities must authorize payments.
- b. Program funds shall be paid upon compliance by the contractor with the following:
  1. Environment Review
    - The National environmental Policy Act (42 U.S.C. 4321, et seq.);
    - The Council on Environmental Quality Regulations (40 CFR Parts 1500 – 1508);
    - Environmental Review Procedures (24 CFR Part 58);
    - National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.);
    - National Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.)
  2. Lead Based Paint
    - Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.);
    - HUD Lead Based Paint Regulations (24 CFR Part 35).

3. Asbestos
  - Asbestos Regulations (40 CFR 61, Subpart M);
  - U.S. Department of Labor Occupational Health and Safety (OSHA) Asbestos Regulations (29 CFR 1910.1001).
4. Labor Standards
  - The Davis-Bacon Act (40 U.S.C. 276a) as amended;
  - The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);
  - Federal Labor Standards Provisions (29 CFR Part 5.5).

**Additionally, all parties agreed to comply with all existing federal, state and local laws and ordinances hereto applicable, as amended.**

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

LAW CONSTRUCTION GROUP, INC.

**Filing Information**

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**Principal Address**9803 SW 191 ST  
MIAMI, FL 33157

Changed: 10/20/2011

**Mailing Address**9803 SW 191 ST  
MIAMI, FL 33157

Changed: 10/20/2011

**Registered Agent Name & Address**WRAY, LEAFORD A  
9803 SW 191 ST  
MIAMI, FL 33157

Name Changed: 10/20/2011

Address Changed: 10/20/2011

**Officer/Director Detail****Name & Address**

Title P

WRAY, L. A  
9803 SW 191 ST.  
MIAMI, FL 33157



## Title VP

BALFOUR, LANCE BSR  
9803 SW 191 ST  
MIAMI, FL 33157

## Title T

WRAY, L.A.  
9803 SW 191 ST  
MIAMI, FL 33157

## Title S

WRAY, LEE A  
9803 SW 191 ST  
MIAMI, FL 33157

**Annual Reports**

Report Year	Filed Date
2014	02/27/2014
2015	04/23/2015
2016	02/08/2016

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**Licensee Details****Licensee Information**

Name: **WRAY, LEAFORD A (Primary Name)**  
**LAW CONSTRUCTION GROUP, INC. (DBA Name)**

Main Address: **9803 SW 191 STREET**  
**CUTLER BAY Florida 33157**

County: **DADE**

License Mailing:

LicenseLocation: **16661 SW 117 AVE**  
**MIAMI FL 33177**

County: **DADE**

**License Information**

License Type: **Registered Roofing Contractor**

Rank: **Reg Roofing**

License Number: **RC29027463**

Status: **Current,Active**

Licensure Date: **04/06/2011**

Expires: **08/31/2017**

**Special Qualifications** **Qualification Effective**

**Construction Business** **04/06/2011**

**Alternate Names****View Related License Information****View License Complaint**

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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**Licensee Details****Licensee Information**

Name: **WRAY, LEAFORD A (Primary Name)**  
**LAW CONSTRUCTION GROUP, INC. (DBA Name)**

Main Address: **9803 SW 191 STREET**  
**CUTLER BAY Florida 33157**

County: **DADE**

License Mailing:

LicenseLocation:

**License Information**

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC1523388**

Status: **Current, Active**

Licensure Date: **07/08/2015**

Expires: **08/31/2016**

**Special Qualifications**      **Qualification Effective**  
**Construction Business**      **07/08/2015**

**Alternate Names****[View Related License Information](#)****[View License Complaint](#)**

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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**Licensee Details**

**This is a business tracking record only.**

**[Click here for information on how to verify that this business is properly licensed.](#)**

**Licensee Information**

Name: **LAW CONSTRUCTION GROUP, INC. (Primary Name)**  
Main Address: **9803 SW 191 ST  
CUTLER BAY Florida 33157**  
County: **DADE**

License Mailing:

LicenseLocation:

**License Information**

License Type: **Construction Business Information**  
Rank: **Business Info**  
License Number:  
Status: **Current**  
Licensure Date: **03/21/2011**  
Expires:

**Special Qualifications      Qualification Effective**

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Prepared by and return to:

**YOLLY ROBERSON**

Attorney at Law

**ROBERSON & ASSOCIATES, P.A.**

645 NE 127th Street

North Miami, FL 33161

888-678-4661

File Number: **ROUSSEAU SIMON**

Will Call No.:

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 3rd day of August, 2001 between **MILDRED PERALTA**, a single person whose post office address is 13250 NORTHWEST 11 AVENUE, North Miami, FL 33168, grantor, and **ROUSSEAU SIMON and MARIE ROUSSEAU**, husband and wife whose post office address is 13250 NORWEST 11 AVENUE, North Miami, FL 33168, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Lot 11, in Block 5 BISCAYNE VILLAGE HEIGHTS, according to the Plat thereof, as recorded in Plat Book 46, at Page 57, of the Public Records of MIAMI-DADE County, Florida

Parcel Identification Number: 06-2126-011-0810

Subject to taxes for 2001 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2000.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

## STATE OF FLORIDA, COUNTY OF DAL

I HEREBY CERTIFY that the foregoing is a true and correct copy of the

Original on file in this office, JUN 19 2007 AD 20  
HARVEY RUVIN, Clerk of Circuit and County Courts

Deputy Clerk

AMERICAN NATIONAL STANDARDS INSTITUTE FOR PERMANENT MICROFILM/QUARTZ FIL  
REPRODUCTIONS.6/23/1993  
DATE MICROFILMEDCOURTHOUSE TOWER  
LOCATIONCAMERA OPERATOR  
DEPUTY CLERK, CIRCUIT COURTMARRIAGE RECORD  
FLORIDA

APPLICATION NO. 93 16744

GROOM DATA	1 GROOM'S NAME (First, Middle Last) <b>ROUSSEAU NMN SIMON</b>	2 DATE OF BIRTH (Month, Day, Year) <b>OCT 02 1953</b>	
		3a RESIDENCE - CITY, TOWN OR LOCATION <b>MIAMI</b>	3b COUNTY <b>DADE</b>
BRIDE DATA	3a BRIDE'S NAME (First, Middle Last) <b>MARIE LUNIE JEAN</b>	3b DATE OF BIRTH (Month, Day, Year) <b>OCT 31, 1952</b>	
		3c RESIDENCE - CITY, TOWN OR LOCATION <b>MIAMI</b>	3d COUNTY <b>DADE</b>
AFFIDAVIT OF BRIDE AND GROOM	WE THE APPLICANTS NAMED IN THIS CERTIFICATE EACH FOR MYSELF STATE THAT THE INFORMATION PROVIDED ON THIS RECORD IS CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT NO LEGAL OBJECTION TO THE MARRIAGE NOR THE ISSUANCE OF A LICENSE TO AUTHORIZE THE SAME IS KNOWN TO US AND HEREBY APPLY FOR LICENSE TO MARRY		4 BIRTHPLACE (State or Foreign Country) <b>HAITI</b>
	5 GROOM'S SIGNATURE (Sign full name) <i>Rousseau Simon</i>	6 BRIDE'S SIGNATURE (Sign full name) <i>Marie Lunie Jean</i>	7 DATE OF BIRTH (Month, Day, Year) <b>OCT 02 1953</b>
APPLICATION TO MARRY	8 SUBSCRIBED AND SWORN TO BEFORE ME ON <b>SEPT 14, 1993</b>	9 TITLE OF ISSUING OFFICIAL <b>DEPUTY CLERK</b>	10 SIGNATURE OF ISSUING OFFICIAL <i>Cecile Perez</i>
	11 DATE LICENSE ISSUED <b>SEPT 14, 1993</b>	12 EXPIRATION DATE <b>NOV 12, 1993</b>	13 SIGNATURE OF PERSON PERFORMING CEREMONY <i>Keith Noble</i>
RECORDED	14 DATE RETURNED <b>9/14/93</b>	15 BOOK NO. <b>363 0859</b>	16 CLERK OF COURT <b>HARVEY RUVIN</b>
	17 INFORMATION BELOW WILL NOT APPEAR ON CERTIFICATION ISSUED BY VITAL STATISTICS, EXCEPT UPON REQUEST.		
GROOM	18 RACE <b>BLACK</b>	19 NUMBER OF THIS MARRIAGE <b>1</b>	20 PREVIOUSLY MARRIED <b>SPECIFY DATE</b>
	21 RACE <b>BLACK</b>	22 NUMBER OF THIS MARRIAGE <b>3</b>	23 PREVIOUSLY MARRIED <b>SPECIFY DATE</b>
BRIDE	24 LAST MARRIAGE ENDED BY <b>DIVORCE</b>	25 DATE LAST MARRIAGE ENDED <b>JUNE 01, 1987</b>	26 LAST MARRIAGE ENDED BY <b>SPECIFY DATE</b>
	27 LAST MARRIAGE ENDED BY <b>DIVORCE</b>	28 DATE LAST MARRIAGE ENDED <b>JUNE 01, 1987</b>	29 LAST MARRIAGE ENDED BY <b>SPECIFY DATE</b>

